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(Incorporated in the Cayman Islands with limited liability)
(Stock code: 8173)

DISCLOSEABLE AND CONNECTED TRANSACTION INVOLVING ISSUE OF CONSIDERATION SHARES UNDER SPECIFIC MANDATE

The Board is pleased to announce that on 27 March 2013, after trading hours, the Company, the Purchaser, the Vendor and the Vendor's Guarantor had entered into the Sale and Purchase Agreement, pursuant to which the Purchaser, a wholly-owned subsidiary of the Company, has conditionally agreed to purchase and the Vendor has conditionally agreed to sell the Sale Share, representing the entire issued share capital of the Target Company, at the Consideration of HK\$50,050,000 (subject to Adjustment), which shall be settled by the issue and allotment of the Consideration Shares.

As the relevant percentage ratios in respect of the Acquisition exceeded 5% but are under 25%, the entering into of the Sale and Purchase Agreement constitutes a discloseable transaction for the Company pursuant to Rule 19.06(2) of the GEM Listing Rules.

In addition, given the Vendor is a company owned wholly by the Vendor's Guarantor, who is an executive Director of the Company, the Vendor and the Vendor's Guarantor are connected persons to the Company and therefore the entering into of the Sale and Purchase Agreement also constitutes a connected transaction for the Company. Since the relevant percentage ratios in respect of the Acquisition are less than 25% but the Consideration (subject to Adjustment) is more than HK\$10,000,000, the entering into the Sale and Purchase Agreement shall be subject to reporting, announcement and the approval of the independent Shareholders as required under Chapter 20 of the GEM Listing Rules.

The EGM will be convened to consider and, if thought fit, to approve the Sale and Purchase Agreement and the transactions contemplated therein including the issue of the Consideration Shares and the grant of the Specific Mandate for the allotment and issue of the Consideration Shares. The Vendor and the Vendor's Guarantor confirmed that, as at the date of this announcement, the Vendor's Guarantor was interested in 25,295,000 Shares of the Company, representing approximately 2.75% of the total issued share capital of the Company, apart from the aforesaid interest, neither they nor their respective associates held any Shares of the Company. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, no Shareholder other than the Vendor's Guarantor (including its associates) has material interest in the Acquisition and will be required to abstain from voting on the resolutions to approve the Sale and Purchase Agreement and the transactions contemplated thereunder at the EGM.

The Independent Board Committee comprising all the independent non-executive Directors has been constituted to consider the terms of the Acquisition as contemplated under the Sale and Purchase Agreement and to advise and make recommendations to the independent Shareholders as to how to vote at the EGM on the ordinary resolutions in relation thereto.

An independent financial adviser will be appointed to advise the Independent Board Committee and the independent Shareholders on the fairness and reasonableness of the terms of the Acquisition as contemplated under the Sale and Purchase Agreement.

It is expected that a circular containing, among other things, the particulars of the Acquisition, the Consideration Shares, the Specific Mandate, the terms of the Sale and Purchase Agreement, the recommendations of the Independent Board Committee and the advice from the independent financial adviser to the Independent Board Committee and the independent Shareholders, together with the notice convening the EGM will be dispatched to the Shareholders on or before 22 April 2013.

The Board is pleased to announce that on 27 March 2013, after trading hours, the Company, the Purchaser, the Vendor and the Vendor's Guarantor had entered into the Sale and Purchase Agreement, the details of which are set out in this announcement.

THE SALE AND PURCHASE AGREEMENT

Date

27 March 2013

Parties

Company	:	Pan Asia Mining Limited
Purchaser	:	Black Sand Enterprises Limited, a wholly-owned subsidiary of the Company
Vendor	:	Brighton Asia Pacific Investment Limited, a company incorporated under the laws of British Virgin Islands, which is wholly owned by the Vendor's Guarantor
Vendors' Guarantor	:	Mr. Cheung Hung Man, who is an executive Director of the Company

Given the Vendor is a company wholly owned by the Vendor's Guarantor, who is an executive Director of the Company, the Vendor and the Vendor's Guarantor are connected persons to the Company.

The Acquisition of Sale Share

Subject to the terms and conditions of the Sale and Purchase Agreement, the Vendor shall sell as legal and beneficial owner and the Purchaser shall purchase the Sale Share, representing the entire issued share capital of the Target Company, upon Completion. The Target Company is an investment

holding company incorporated under the laws of Hong Kong, which holds the entire equity interest in the PRC Company, a wholly foreign owned enterprise established in the PRC.

The Sales Shares shall be acquired by the Purchaser free from all Encumbrances and together with all rights now or hereafter attaching thereto including all rights to any dividend or other distribution declared, made or paid after the date of the Sale and Purchase Agreement.

Consideration

The Consideration for the Sale Share is HK\$50,050,000 subject to the Adjustment as stated below:

- (a) in the event that the Profit of the Target Group for the Guaranteed Period is not less than HK\$3,700,000, the Consideration shall be HK\$50,050,000;
- (b) in the event that the Profit of the Target Group for the Guaranteed Period is HK\$3,000,000 or more but less than HK\$3,700,000, the Consideration shall be adjusted to HK\$40,700,000;
- (c) in the event that the Profit of the Target Group for the Guaranteed Period is less than HK\$3,000,000, the Consideration shall be adjusted to HK\$31,350,000;

To ascertain the Profit of the Target Group in the Guaranteed Period, an audited consolidated accounts of the Target Group for the Guaranteed Period (“**Target Group Audited Accounts**”) will be prepared and issued by the auditors appointed by the Company in accordance with the accounting principles and practices generally accepted in Hong Kong within three months after the expiry of the Guaranteed Period (or such reasonably extended date as the Purchaser and the Company may agree).

For the avoidance of doubt, save and except for the Adjustment as illustrated above, no additional compensation will be provided by the Vendor to the Purchaser as to the future business performance of the Target Group after Completion.

The Consideration shall be settled by the Purchaser and the Company by way of allotting and issuing up to a maximum of 91,000,000 Consideration Shares at an issue price of HK\$0.55 per Consideration Share credited as fully paid by the Company to the Vendor (or its nominee(s) as it may direct) in the following manner:

- (a) upon Completion, an initial consideration of HK\$31,350,000 shall be paid by way of allotting and issuing 57,000,000 Consideration Shares (the “**Initial Consideration**”); and
- (b) within five (5) Business Days after the issue of the Target Group Audited Accounts, the remaining of the Consideration (i.e. the Consideration after Adjustment minus the paid Initial Consideration), if any, shall be paid by way of allotting and issuing up to 34,000,000 Consideration Shares (the “**Final Consideration**”).

The Consideration, including the issue price of the Consideration Shares, has been arrived amongst the Company, the Purchaser, the Vendor and the Vendor’s Guarantor, after arms’ length negotiations after taking into account various relevant factors including the business nature of the Target Group, the License (as defined hereinbelow) possessed by the Target Group, the latest financial position and results of the Target Group and the past stock price performance of the Company.

Consideration Shares

The issue price for the Consideration Shares of HK\$0.55 per Consideration Share represents:

- (a) a premium of approximately 1.85% from HK\$0.540, being the closing price of the Shares on 27 March 2013, the last day on which the Shares are traded on the Stock Exchange (“**Trading Day**”) immediately preceding the date of the Sale and Purchase Agreement;
- (b) a premium of approximately 1.85% from HK\$0.540, being the average closing price of the Shares for the last five (5) consecutive Trading Days prior to the date of the Sale and Purchase Agreement; and
- (c) a premium of approximately 0.55% from HK\$0.547, being the average closing price of the Shares for the last ten (10) consecutive Trading Days prior to the date of the Sale and Purchase Agreement.

The 91,000,000 Consideration Shares, if fully allotted and issued, having an aggregated nominal value of HK\$45,500,000, represents approximately 9.91% of the existing issued share capital of the Company as at the date of this announcement and approximately 9.02% of the issued share capital of the Company as enlarged by the allotment and issue of the Consideration (assuming there shall be no change of the issued share capital of the Company since the date of this announcement up to the Completion Date).

As at the date of this announcement, the Company has 918,184,080 Shares in issue and 84,012,800 and 68,955,682 Shares required to be issued upon full exercise of all the Share Options and the Convertible Bonds respectively. The following table sets forth the shareholding structure of the Company (i) as at the date of this announcement; and (ii) immediately after the issue of the Consideration Shares upon the payment of the Initial Consideration at Completion (assuming there shall be no change of the issued share capital of the Company since the date of this announcement up to the Completion Date); and (iii) immediately after the issue of the Consideration Shares upon the payment of the Final Consideration after the issue of the Target Group Audited Accounts (assuming there shall be no change of the issued share capital of the Company since the date of this announcement up to payment of the Final Consideration and there shall be no Adjustment made to the Consideration) :

Name of Shareholders	(i) As at the date of this announcement		(ii) Immediately after the issue of Consideration Shares upon payment of the Initial Consideration		(iii) Immediately after the issue of the Consideration Shares upon payment of the Final Consideration	
	No. of Shares	Approximate %	No. of Shares	Approximate %	No. of Shares	Approximate %
Kesterion Investments Limited (<i>Note 1</i>)	272,558,400	29.68	272,558,400	27.95	272,558,400	27.01
Wong Eva	271,200	0.03	271,200	0.03	271,200	0.03
Liang Tong Wei (<i>Note 2</i>)	100,000,000	10.89	100,000,000	10.25	100,000,000	9.91
Yin Mark Teh-min (<i>Note 3</i>)	57,600	0.01	57,600	0.01	57,600	0.01
the Vendor's Guarantor (or its nominee(s) as it may	25,295,000	2.75	82,295,000	8.44	116,295,000	11.52

direct)

Public Shareholders	520,001,880	56.63	520,001,880	53.32	520,001,880	51.53
Total	918,184,080	100	975,184,080	100	1,009,184,080	100

Notes:

1. Pursuant to the security document dated 13 March 2013 entered into between Kesterion Investments Limited and China Shipbuilding Industrial Complete Equipment and Logistics Company Limited, a security over the 252,153,400 Shares and the Convertible Bonds held by Kesterion Investments Limited was created in favour of China Shipbuilding Industrial Complete Equipment and Logistics Company Limited.
2. Liang Tong Wei is a non-executive Director of the Company.
3. Yin Mark Teh-min is an independent non-executive Director of the Company.

The Consideration Shares shall be allotted and issued by the Company to the Vendor (or its nominee(s) as it may direct) credited as fully paid, ranking *pari passu* in all respects with all the then issued Shares as at the issue date of the Consideration Shares. There is no restriction which applies to the subsequent sale of the Consideration Shares.

The Company will seek the Specific Mandate from the independent Shareholders at the EGM for the allotment and issue of the Consideration Shares.

The Company will apply to the Listing Committee of the Stock Exchange for the listing of and permission to deal in the Consideration Shares.

Conditions Precedent

Completion of the Sale and Purchase Agreement is conditional upon the following conditions being fulfilled or waived, as the case may be:

- (a) the passing of resolutions by the independent Shareholders at the EGM by way of poll approving the Sale and Purchase Agreement and the transactions contemplated thereunder including the grant of the Specific Mandate for the allotment and issue of the Consideration Shares;
- (b) the listing of and permission to deal in the Consideration Shares having been granted by the Stock Exchange and which has not been revoked as at the Completion Date;
- (c) all the required approvals, authorizations, consents having been obtained from and all the required registrations and filing having been completed with (if applicable) the governmental authorities or regulatory bodies or any relevant third party in connection with the transactions contemplated under the Sale and Purchase Agreement;
- (d) the Purchaser and the Company having completed and being reasonably satisfied with the due diligence on the business, financial and legal matters of the Target Group;
- (e) a legal opinion with respect to the Sale and Purchase Agreement and the transactions contemplated therein and with respect to the Target Company having been issued by a qualified Hong Kong legal adviser engaged by the Company and delivered to the Company, which shall be in such substance to the reasonable satisfaction of the Company;
- (f) a legal opinion with respect to the Sale and Purchase Agreement and the transactions contemplated therein and with respect to the company within the Target Group which is established in the PRC having been issued by a qualified PRC legal adviser engaged by the

Company and delivered to the Company, which shall be in such substance to the reasonable satisfaction of the Company;

- (g) a deed of indemnity in respect of the taxation and business matters of the Target Group prior to the Completion having been executed by the Vendor and the Vendor's Guarantor in favour of the Purchaser and the Company, which shall be in such substance as agreed by the Purchaser and the Company;
- (h) since the date of the Sale and Purchase Agreement and up to the Completion Date :
 - (i) there being no adverse change in the business, assets, financial position and operation of the Target Group which any cautious investor may reasonably consider to be material to the Sale and Purchase Agreement and the transactions contemplated thereunder and would withdraw from the transactions accordingly;
 - (ii) there being no on-going or pending investigation, action, arbitration, claim or any other legal proceeding, whether initiated or threatened to be initiated by any court, adjudication board or tribunal or any governmental authority of competent jurisdiction, which any cautious investor may reasonably consider to be material to the Sale and Purchase Agreement and the transactions contemplated thereunder and would withdraw from the transactions accordingly; and
 - (iii) there being no proposed enactment, promulgation or enforcement by any authority of any ordinances, rules, orders, judgments, notices or awards, which prohibits, restricts or materially delays the execution or performance of the Sale and Purchase Agreement and the transactions contemplated thereunder by the Vendor and the Vendor's Guarantor;
- (i) the Vendor and the Vendor's Guarantor having confirmed to the Purchaser and the Company in writing that the conditions precedent referred to in (c), (h) and (j) above have been satisfied as at Completion;
- (j) the warranties given by the Vendor and the Vendor's Guarantor under the Sale and Purchase Agreement remaining complete, true and not misleading in all material respects at all times between the date of the Sale and Purchase Agreement up to the Completion Date (both days inclusive);
- (k) no event having occurred and no circumstance having existed since the date of the Sale and Purchase Agreement up to the Completion Date, the consequence of which may under reasonable circumstances be able to cause material adverse effect on the business, operation, assets or financial position of the Group; or which may prohibit, restrict or significantly delay the Purchaser or the Company from signing and performing the Sale and Purchase Agreement and the transactions thereunder; and
- (l) the Purchaser and the Company having confirmed to the Vendor in writing that the condition precedent referred to in (k) above has been satisfied as at Completion.

The Vendor and the Vendor's Guarantor may waive the conditions precedent referred to in (k) and (l) above at their sole discretions at any time by notice in writing to the Purchaser and the Company.

If any of the conditions precedent has not been fulfilled or waived in accordance with the terms of the Sale and Purchase Agreement on or before the Long Stop Date (except that conditions precedent (i) and (l) can take place simultaneously with Completion), the Sale and Purchase Agreement shall automatically terminate and none of the parties shall have any claim against the other parties, save for any antecedent breach of the terms of the Sale and Purchase Agreement.

Completion shall take place on the Completion Date falling on the fifth Business Day (or such other date as the parties to the Sale and Purchase Agreement may agree) after all the conditions precedent under the Sale and Purchase Agreement having been fulfilled or waived (as the case may be) by the relevant parties.

Deed of Indemnity

On Completion, the Company, the Purchaser, the Vendor and the Vendor's Guarantor will enter into the Deed of Indemnity. Subject to terms contained in the Deed of Indemnity, the Vendor and the Vendor's Guarantor undertake to indemnify and keep indemnified the Company and the Purchaser from and against any tax liabilities in relation to the business activities and financial status of the Target Group prior to Completion and other liabilities as specified in the Deed of Indemnity.

Undertakings and Warranties

The Vendor's Guarantor is the sole director of both the Target Company and the PRC Company. The Vendor's Guarantor undertakes to the Purchaser and the Company that, unless the otherwise is agreed by the Company, he shall agree to be appointed as a director for both the Target Company and the PRC Company for a period ending not earlier than the expiry of the Guaranteed Period and he shall use his best endeavours to procure the achievement of the Profit for the Guaranteed Period being not less than HK\$3,700,000. Immediately upon the Completion, the board of directors of the Target Company will comprise three directors, of which two will be nominated by the Purchaser and the Company.

The Vendor and the Vendor's Guarantor jointly and severally warrant, amongst other usual warranties customary for this type of transactions, that the audited net asset value (based on book value) of the Target Group as at the Completion Date shall not be less than HK\$8,000,000.

In consideration of the Company and the Purchaser entering into the Sale and Purchase Agreement, the Vendor's Guarantor unconditionally and irrevocably guarantees as a primary obligor, the due and punctual performance by the Vendor of all its obligations and punctual discharge by the Vendor of all its liabilities under the Sale and Purchase Agreement.

INFORMATION ON THE TARGET GROUP

The Target Company is a company incorporated in Hong Kong with limited liability on 4 October 2010. It has an issued and paid-up capital of HK\$1.00 comprising of 1 ordinary share of HK\$1.00 each. It is an investment holding company having the entire equity interest in the PRC Company.

The PRC Company is a wholly owned foreign enterprise established in the PRC on 1 September 2009 with a paid-up capital of HK\$33,000,300. The PRC Company is principally engaged in trading of coal. It has been awarded a license to operate coal business in PRC (煤炭經營資格證) (the "License") under which it is allowed to import coal into PRC.

Financial information of the Target Group

No audited account of the Target Company is available. According to the audited consolidated financial statements of the Target Group prepared in accordance with the accounting principles and practices generally accepted in Hong Kong, the turnover and net profit (before and after taxation) of the Target Group for the year ended 31 December 2012 and the period from 4 October 2010 to 31 December 2011 are as follows:

	For the year ended 31 December 2012 <i>HK\$ million</i>	For the period from 4 October 2010 to 31 December 2011 <i>HK\$ million</i>
Turnover	54.1	160.1
Audited combined loss before taxation	3.8	14.1
Audited combined loss after taxation	3.8	14.1

The audited net liabilities of the Target Group as at 31 December 2012 amount to approximately HK\$17,200,000.

Upon Completion, each of the Target Company and the PRC Company will become a subsidiary of the Company and the results of the Target Group will be consolidated into the Group's account.

INFORMATION ON THE GROUP

The Company is an investment holding company. The Group is principally engaged in exploration and exploitation of mineral resources and trading of metals, bunker fuel and natural resources.

REASONS FOR AND BENEFITS OF THE ACQUISITION

The Directors believe that integrating the business of the Group with that of the Target Group will strengthen the coal trading network and flow of the Group. The License enables the Group to directly import coal into PRC without passing through other importers and it follows to improve gross profit margin of the coal trading business of the Group. Besides, the integration will also allow the Group to better position itself in the PRC for further expansion and to grasp business opportunities in the future in coal business.

Taken into consideration of the aforesaid, the Directors (excluding the independent non-executive Directors whose opinion will be subject to the advice of the independent financial adviser) are of the view that the terms of the Sale and Purchase Agreement are fair and reasonable and are on normal commercial terms and the Acquisition contemplated under the Sale and Purchase Agreement are in the interest of the Company and the Shareholders as a whole.

IMPLICATIONS OF THE LISTING RULES

As the relevant percentage ratios in respect of the Acquisition exceeded 5% but are under 25%, the entering into of the Sale and Purchase Agreement constitutes a discloseable transaction for the Company pursuant to Rule 19.06(2) of the GEM Listing Rules.

In addition, given the Vendor is a company owned wholly by the Vendor's Guarantor, who is an executive Director of the Company, the Vendor and the Vendor's Guarantor are connected persons to the Company and therefore the Acquisition also constitutes a connected transaction for the Company. Since the relevant percentage ratios in respect of the Acquisition are less than 25% but the Consideration (subject to Adjustment) is more than HK\$10,000,000, the entering into the Sale and Purchase Agreement shall be subject to reporting, announcement and the approval of the independent Shareholders as required under Chapter 20 of the GEM Listing Rules.

The Independent Board Committee comprising all the independent non-executive Directors has been constituted to consider the terms of the Acquisition as contemplated under the Sale and Purchase Agreement and to advise and make recommendations to the independent Shareholders as to how to vote at the EGM on the ordinary resolutions in relation thereto.

An independent financial adviser will be appointed to advise the Independent Board Committee and the independent Shareholders on the fairness and reasonableness of the terms of the Acquisition as contemplated under the Sale and Purchase Agreement.

GENERAL

The EGM will be convened to consider and, if thought fit, to approve the Sale and Purchase Agreement and the transactions contemplated therein including the issue of the Consideration Shares and the grant of the Specific Mandate for the allotment and issue of the Consideration Shares.

The Vendor and the Vendor's Guarantor confirmed that, as at the date of this announcement, the Vendor's Guarantor was interested in 25,295,000 Shares of the Company, representing approximately 2.75% of the total issued share capital of the Company, apart from the aforesaid interest, neither they nor their respective associates held any Shares of the Company.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, no Shareholder other than the Vendor's Guarantor (including its associates) has material interest in the Acquisition and will be required to abstain from voting on the resolutions to approve the Sale and Purchase Agreement and the transactions contemplated thereunder at the EGM.

It is expected that a circular containing, among other things, the particulars of the Acquisition, the Consideration Shares, the Specific Mandate, the terms of the Sale and Purchase Agreement, the recommendations of the Independent Board Committee and the advice from the independent financial adviser to the Independent Board Committee and the independent Shareholders, together with the notice convening the EGM will be dispatched to the Shareholders on or before 22 April 2013.

DEFINITIONS

“Acquisition”	the acquisition of the Sale Share by the Company pursuant to the Sale and Purchase Agreement;
“Adjustment”	the adjustment of Consideration as described in the paragraph headed “Consideration” under the section headed “the Sale and Purchase Agreement” in this announcement;
“associates”	has the meaning ascribed to it under the GEM Listing Rules;
“Board”	the board of Director(s);
“Business Day”	a day (excluding a Saturday or Sunday) on which banks in Hong Kong are generally open for business;
“Company”	Pan Asia Mining Limited, a company incorporated in Cayman Islands, the Shares of which are listed on the Growth Enterprise Market of the Stock Exchange;

“Completion”	completion of the sale and purchase of the Sale Share;
“Completion Date”	the day on which Completion takes place in accordance with the provisions of the Sale and Purchase Agreement;
“connected persons”	has the meaning ascribed to it under the GEM Listing Rules;
“Consideration”	HK\$50,050,000 subject to Adjustment;
“Consideration Shares”	the new Shares to be allotted and issued at an issue price of HK\$0.55 each by the Company credited as fully paid in favour of the Vendor (or its nominee(s) as it may direct) for the settlement of the Consideration under the Sale and Purchase Agreement;
“Convertible Bonds”	the convertible bonds in the principle amount of US\$655,128,205 issued by the Company to Kesterion Investments Limited on 18 December 2008, of which US\$201,474,359 remain outstanding;
“Deed of Indemnity”	the deed of indemnity to be entered into by the Vendor and the Vendor’s Guarantor in favour of the Company and the Purchaser before or upon Completion in relation to the tax liabilities of the Target Group prior to Completion and other liabilities as specified therein;
“Director(s)”	the director(s) of the Company;
“EGM”	the extraordinary general meeting of the Company to be convened and held for the independent Shareholders to consider and approve (among other things), if thought fit, the terms of the Acquisition as contemplated under the Sale and Purchase Agreement including the allotment and issue of the Consideration Shares and the grant of Specific Mandate;
“Encumbrances”	rights of pre-emption, options, liens, claims, equities, charges, mortgages, pledges, third-party rights or interests of any nature;
“GEM Listing Rules”	the Rules Governing the Listing of Securities on the Growth Enterprise Market of the Stock Exchange;
“Group”	the Company and its subsidiaries;
“Guaranteed Period”	the period from 1 April 2013 to 31 March 2014 provided that if at any time prior to 31 March 2014, the consolidated profit after tax of the Target Group amounts to HK\$ 3,700,000 or above, the Vendor and the Purchaser may agree to shorten the aforesaid period accordingly;
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Independent Board	an independent board committee of the Company constituted

Committee”	to consider the terms of the Acquisition, the Sale and Purchase Agreement, the allotment and issue of the Consideration Shares and to advise and make recommendations to the independent Shareholders as to how to vote at the EGM on the ordinary resolutions in respect thereof;
“Long Stop Date”	30 September 2013 or such other date as may be agreed amongst the parties in writing;
“PRC”	the People’s Republic of China, but for the purposes of this announcement only, excluding Hong Kong, Macau and Taiwan;
“PRC Company”	廈門耀中亞太貿易有限公司 (Xiamen Yaozhong Asia-Pacific Trading Co., Ltd.), a wholly foreign owned enterprise established in the PRC, which entire equity interest is owned by the Target Company;
“Profit”	the consolidated profit after tax of the Target Group for the Guaranteed Period as shown in the Target Group Audited Accounts described in the paragraph headed “Consideration” under the section headed “The Sale and Purchase Agreement” in this announcement;
“Purchaser”	Black Sand Enterprises Limited, a company incorporated under the laws of Hong Kong, which is a wholly-owned subsidiary of the Company;
“Sale and Purchase Agreement”	the Sale and Purchase Agreement entered into among the Company, the Purchaser, the Vendor and the Vendor’s Guarantor dated 27 March 2013 in relation to the Acquisition;
“Sale Share”	1 share of HK\$1.00 each in the share capital of the Target Company, representing the entire issued share capital of the Target Company as at the date of this announcement and Completion;
“Shareholder(s)”	person(s) whose name(s) appear on the register of members as registered holder(s) of Share(s);
“Shares”	the shares of HK\$0.50 each in the share capital of the Company which are listed and traded on the Growth Enterprise Market of the Stock Exchange;
“Share Options”	the share options granted under two share option schemes adopted by the Company on 25 April 2002 and 30 July 2012 respectively;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Specific Mandate”	the specific mandate in relation to allotment and issue of the Consideration Shares to be sought from the independent Shareholders at the EGM;

“subsidiary”	shall have the respective meanings assigned to those expressions by section 2 of the Companies Ordinance (Cap.32 of the Laws of Hong Kong), save that any reference therein to a company shall be deemed to include a reference to a body corporate incorporated or established outside Hong Kong or under any other ordinances of the laws of Hong Kong and to any unincorporated body of persons;
“Target Company”	Brighton Asia Pacific Investment Holdings Limited (耀中亞太控股有限公司), a company incorporated under the laws of Hong Kong with limited liabilities, which is wholly-owned by the Vendor;
“Target Group”	the Target Company and the PRC Company;
“US\$”	the United States dollars, the lawful currency of the United States of America;
“Vendor”	Brighton Asia Pacific Investment Limited, a company incorporated under the laws of British Virgin Islands, which is wholly owned by the Vendor’s Guarantor ;
“Vendor’s Guarantor”	Mr. Cheung Hung Man, who is an executive Director; and
“%”	per cent.

By order of the Board
Pan Asia Mining Limited
KOH Tat Lee, Michael
Chairman

Hong Kong, 27 March 2013

As of the date of this announcement, the Board comprises three executive Directors, Mr. KOH Tat Lee, Michael, Mr. ENG Wee Meng and Mr. CHEUNG Hung Man, two non-executive Directors, Mr. YIN Mark Teh-min and Mr. LIANG Tong Wei, and three independent non-executive Directors, Mr. LAI Kai Jin, Michael, Mr. CHU Hung Lin, Victor and Mr. TONG Wan Sze.

This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.

This announcement will remain on the page of “Latest Company Announcement” on the GEM website for at least seven days from the date of its posting.